

**FILED**  
UNITED STATES DISTRICT COURT  
ALBUQUERQUE NEW MEXICO

APR 30 2013



UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

**MATTHEW J. DYKMAN**  
CLERK

PEOPLES CAPITAL AND LEASING  
CORP., a Connecticut Corporation,

Plaintiff,

v.

WBC, INC. d/b/a LITHEXCEL, a New  
Mexico Corporation, and WALEED ASHOO,  
Individually

Defendants,

CIVIL ACTION NO. 12-CV-00669

**AGREED FINAL JUDGMENT**

The attorneys for Plaintiff Peoples Capital and Leasing Corp. ("Peoples Capital" or "Plaintiff") and the attorneys for Defendants WBC, Inc. d/b/a Lithexcel ("WBC") and Waleed Ashoo (collectively, "Defendants") have announced to the Court that Plaintiff and Defendants have agreed that judgment should be rendered for Plaintiff as set forth below. Accordingly, the Court, having considered the pleadings, evidence on file, and the agreement of the parties as indicated by the signatures of their respective counsel hereto, is of the opinion that judgment should be rendered for Plaintiff as follows:

It is ORDERED, ADJUDGED and DECREED the Court finds that no genuine issue of material fact exists, and that Plaintiff's right of recovery is proven as a matter of law. The Court further finds that:

1. The Promissory Note dated October 1, 2010 in the original principal balance of \$492,870.42 represents a valid, continuing, and ongoing agreement between Peoples Capital and WBC;

2. Pursuant to that certain Security Agreement dated October 1, 2010, WBC granted to Peoples Capital a first lien security interest in certain equipment described as one (1) 2004 Man Roland R500 Series Five Color LV 23" x 29" Coating Press, S/N 31178B (the "Collateral");

3. WBC's obligations under the Promissory Note are fully guaranteed by Waleed Ashoo pursuant to that certain Guaranty Agreement dated October 1, 2010;

4. The Promissory Note, Security Agreement, and Guaranty (collectively, the "Loan") were each assigned to Peoples Capital by agreement dated October 26, 2010;

5. WBC and Waleed Ashoo defaulted on the Loan by failing to make all payments required thereunder;

6. Peoples Capital is entitled to immediate possession of the Collateral; and

7. All attorneys' fees and costs incurred by Peoples Capital in enforcing its rights and remedies in this matter are fair, reasonable, and necessary.

It is accordingly ORDERED, ADJUDGED, and DECREED that Plaintiff, Peoples Capital and Leasing Corp., have and recover from Defendants WBC, Inc. d/b/a Lithexcel and Waleed Ashoo:

1. The principal sum of \$249,244.70;
2. Pre-judgment interest of \$50.45 per day from October 16, 2012 until the date this Agreed Judgment is entered;
3. Post-judgment interest at the agreed judgment rate of 8% per annum from the date of this judgment until paid;
4. Attorney's fees in the amount of \$17,829.00;
5. Legal expenses in the amount of \$2,500.00;

It is further ORDERED, ADJUDGED, AND DECREED that the security interest of Peoples Capital in the Collateral is foreclosed, and Peoples Capital shall have Immediate possession of the Collateral in accordance with applicable law.

It is further ORDERED, ADJUDGED, AND DECREED that Plaintiff shall also have all writs of execution and other process necessary to enforce this judgment.

All relief not expressly granted is denied.

SIGNED on

Nov. 16, 2012

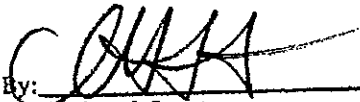
  
UNITED STATES DISTRICT JUDGE

**AGREED AS TO FORM AND CONTENT:**

Respectfully submitted,

**JACKSON WALKER L.L.P.**

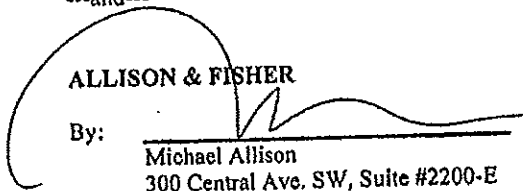
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PEOPLES CAPITAL AND LEASING  
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---and---

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**ATTORNEYS FOR DEFENDANTS**